THE HON'BLE MR JUSTICE GODA RAGHURAM

WRIT PETITION No.14061 of 2006

Dated:11.07.2006

Between:

Md.Nooruddin S/o Mohiuddin,
R/o Kothapet, Kaikaluru Mandal,
Krishna District and another.

..... PETITIONERS

AND

The Assistant Commissioner,
Department of Endowments,
Krishna District and others.

.....RESPONDENTS

THE HON'BLE MR JUSTICE GODA RAGHURAM

WRIT PETITION No.14061 of 2006

ORDER:

This writ petition is misconceived. Petitioners claim to be cultivating tenants of lands of Sri Rameswaraswamyvari Devasthanam, Kaikaluru, Krishna District, in an extent of Ac.3.35 cents and Ac.7.62 cents, respectively, in R.S.Nos.85 and 84 of Kaikalur Village. In the year 2003, at an auction conducted by the competent authority for lease of fish tanks, the petitioners claim, they became the highest bidders for the respective tanks, were granted leases for a period of three years.

According to the learned counsel for the petitioners, the first petitioner's lease expired on 05.07.2006 and the 2nd petitioner's lease would expire by 04.10.2006. The petitioners assert that from the years 2001 to 2004, though there was no water, they paid the lease amount to

the second respondent regularly. The petitioners state that they requested the second respondent to consider their request to extend the lease by enhancing the annual rent and the second respondent is stated to have assured the petitioners orally that the lease would be continued on enhanced rent and the petitioners were advised by the second respondent to cultivate the crop. On the basis of the oral assurance of the second respondent, the petitioners state to have released the fish seed in April 2006, in the respective tanks.

Petitioners allege that the second respondent, reneging on the oral assurance given earlier, has issued an auction notice, dated 01.07.2006, proposing to conduct an auction for lease of the fish tanks under the petitioners' cultivation. The auction notice dated 01.07.2006 is confined to the fish tank under the occupation of the first petitioner, and according to the writ petition, the second respondent threatened that auction would also be conducted in respect of the fish tank under the cultivation of the second petitioner. Petitioners state that as there was no water during an earlier year and as the second respondent promised to grant extension of lease, the respondents are estopped from conducting public auction for grant of leasehold rights of the fish tank belonging to the second respondent-Devasthanam.

In substance, the petitioners seek a direction to the respondents to extend/renew the lease in their favour at enhanced lease amounts.

In view of the provisions of Section 82 of the Andhra Pradesh Charitable and Hindu Religious Institutions and Endowments Act, 1987 (for short "the Act") and the Andhra Pradesh Charitable and Hindu Religious Institutions and Endowments (Lease of Agricultural Lands) Rules, 2003 (for short "the Rules), the respondents are obligated to grant leases of agricultural lands including of fish tanks only on the basis of a public auction, unless on the satisfaction of the Commissioner of Endowments and for reasons to be recorded in writing, it appears that a mode otherwise than by public auction is in the interests of the

endowment or the religious institution.

The hardship encountered by the petitioners or other cultivating tenants, even if true, would not amount to an interest of the Endowment within the meaning of the Act and the Rules. In any event, the petitioners neither plead, assert nor demonstrate that the Commissioner of Endowments has exercised the exclusive and unusual discretion under Rule 7(1) of the Rules to grant renewal of leases to the petitioners. The second respondent, who is said to have given the oral assurance to the petitioners that their lease would be extended, is a mere Manager of the Devasthanam, who is not a recognized authority under the Act and the Rules to have given any such oral assurances. The assurances, if any, given by the second respondent do not invest any legal right in the petitioners. The petitioners are at liberty to pursue proper remedies against the Manager for breach of promise, if permissible, under any law. The Act, however provides no remedy and no lease can be granted in respect of the second respondent-Devasthanam's lands.

The petitioners state that they made a representation to the second respondent on 07.03.2006 for extension of their leases. If any such representation is made and if the second respondent is satisfied that he has any jurisdiction under the Act, is at liberty to consider and pass appropriate and formal orders on the representation of the petitioners.

On the aforesaid analysis, there are no merits in the writ petition. The writ petition is dismissed at the stage of admission, after hearing the learned Government Pleader for Endowments. No costs.

_____

11.07.2006

Note: Furnish C.C., as soon as possible.

(B/o)

sh